

06-15-2001



101749944

EET

Y

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office6-4-01
Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **KEENER'S INCORPORATED**

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (WA) **6-4-01**
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: May 15, 2001

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent

Internal Address: _____

Street Address: P.O. Box 2558City: Houston State: TX ZIP: 77252

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **2,161,563 and 1,424,977**Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jason A. Cohen, Esq.Internal Address: Simpson Thacher & BartlettStreet Address: 425 Lexington AvenueCity: New York State: New York ZIP: 100176. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$65.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

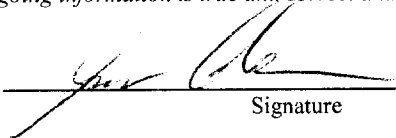
(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Jason A. Cohen, Esq.

Name of Person Signing


Signature6/1/01
DateTotal number of pages comprising cover sheet: 23

06/14/2001 GTDN11 00000073 2161563

01 FC:481
02 FC:48240.00 OF
25.00 OFMail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002313 FRAME: 0833

EXECUTION COPY

KEENER'S INCORPORATED TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 15, 2001 (the "Effective Date"), made by KEENER'S INCORPORATED, a Washington corporation (together with any assignee thereof or successor thereto permitted by subsection 8.5 of the Credit Agreement (as hereinafter defined), the "Pledgor"), to THE CHASE MANHATTAN BANK (formerly known as Chemical Bank), a New York banking corporation with an office at 270 Park Avenue, New York, New York 10017, as administrative agent (in such capacity, the "Administrative Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of June 10, 1998, as amended by Amendment No. 1, dated as of December 18, 1998, Amendment and Consent No. 2, dated as of October 4, 1999, Amendment No. 3, dated as of February 23, 2000, Amendment No. 4, dated as of May 9, 2000, and Amendment No. 5, dated as of April 5, 2001, as the same may be amended, supplemented, waived or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing, all or any portion of the Indebtedness (as that and all other capitalized terms used herein are defined in Section 1 hereof) under such agreement or any successor agreements (as so amended, supplemented or modified, and together with any such agreement, the "Credit Agreement"), among Alliant Foodservice, Inc. (the "Borrower"), the Administrative Agent and the Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to continue to make Extensions of Credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to Section 8.16 of the Credit Agreement, the Borrower agreed not to create any new Subsidiary, unless such Subsidiary shall have executed and delivered a trademark security agreement to the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Pledgor is a wholly owned Subsidiary of the Borrower and it is to the advantage and benefit of the Pledgor that the Lenders continue to make Extensions of Credit to the Borrower.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to continue to make their respective Extensions of Credit to the Borrower under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgor hereby agrees with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. (a) Unless otherwise defined herein, capitalized terms which are defined in the Credit Agreement and used herein are so used as so defined.

(b) The following terms shall have the following meanings:

“Agreement”: this Keener’s Trademark Security Agreement, as the same may be amended, supplemented, waived or otherwise modified from time to time.

“Code”: the Uniform Commercial Code as from time to time in effect in the State of New York.

“Secured Obligations”: all obligations and liabilities of the Pledgor which may arise under or in connection with the Keener’s Incorporated Guarantee, dated as of May 15, 2001, (the “Keener’s Guarantee”), this Agreement or any other Loan Document to which the Pledgor is a party, in each case, whether on account of principal, interest, Reimbursement Obligations, amounts payable in connection with a termination of any transaction entered into pursuant to an Interest Rate Agreement entered into with any Lender or banking affiliate of any Lender, fees, indemnities, costs, expenses or otherwise (including, without limitation, all reasonable fees and disbursements of counsel to the Administrative Agent or to the other Secured Parties that are required to be paid by the Pledgor pursuant to the terms of the Keener’s Guarantee, this Agreement or any other Loan Document to which the Pledgor is a party).

“Secured Parties”: the collective reference to the Administrative Agent and the Lenders (including, without limitation, each Issuing Lender and the Swing Line Lender), any banking affiliate of any Lender which enters into an Interest Rate Agreement with the Borrower, and their respective successors.

“Trademark Collateral”: as defined in Section 2 of this Agreement.

“Trademarks”: as defined in Section 2 of this Agreement.

(c) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

SECTION 2. Grant of Security. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, the Pledgor hereby assigns, pledges and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of the following property now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (the “Trademark Collateral”): all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin (“Trademarks”), trademark and service mark registrations, and applications for trademark or service mark registrations (except for “intent to use” applications

for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified in Schedule I attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and all other rights of any kind whatsoever of the Pledgor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such Trademark.

SECTION 3. Representations and Warranties. The Pledgor hereby represents and warrants as to itself and its Trademark Collateral as follows:

(a) Power and Authority. The Pledgor has the corporate power and authority, and the legal right, to make, deliver and perform its obligations under, and to grant the security interest in the Trademark Collateral to the extent provided in, and pursuant to, this Agreement and has taken all necessary corporate action to authorize the execution, delivery and performance of, and grant of the security interest in the Trademark Collateral to the extent provided in, and pursuant to, this Agreement.

(b) Title; No Other Liens. Except for the Liens granted to the Administrative Agent for the benefit of the Secured Parties pursuant to this Agreement and the other Liens permitted to exist on the Trademark Collateral pursuant to the Loan Documents, the Pledgor is (or, in the case of after-acquired Trademark Collateral, will be) the sole, legal and beneficial owner of the entire right, title and interest in and to the trademark registrations and applications for registration set forth in Schedule I hereto free and clear of any and all Liens. Except as set forth on Schedule II hereto no security agreement, financing statement or other public notice similar in effect with respect to all or any part of the Trademark Collateral is on file or of record in any public office, except such as may have been filed in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to this Agreement or as may be permitted pursuant to the Loan Documents.

(c) Perfected First Priority Liens. (i) This Agreement is effective to create, as collateral security for the Secured Obligations, valid and enforceable Liens on the Trademark Collateral in favor of the Administrative Agent, for the benefit of the Secured Parties.

(ii) Except with regard to Liens upon Trademarks and Trademark Licenses to the extent that (A) such Liens cannot be perfected by the filing of financing statements under the Code in accordance herewith or by the filing and acceptance thereof in the United States Patent and Trademark Office or (B) such Trademark Collateral is not, individually or in the aggregate, material to the business of Alliant Exchange, Inc., the Borrower and their respective Subsidiaries taken as a whole, upon filing of the financing statements delivered to the Administrative Agent by the Pledgor on the Effective Date in the jurisdictions listed on Schedule III hereto and the recording of this Agreement in the

United States Patent and Trademark Office, and the making of filings in any other jurisdiction in the United States as may be necessary under any Requirement of Law after the Effective Date, the Liens created pursuant to this Agreement will constitute valid Liens on, and, to the extent provided herein, perfected security interests in, the Trademark Collateral in the United States in favor of the Administrative Agent, for the benefit of the Secured Parties, which Liens will be prior to all other Liens on the Trademark Collateral, except for Liens permitted to exist on the Trademark Collateral pursuant to the other Loan Documents (including, without limitation, those permitted to exist pursuant to subsection 8.3 of the Credit Agreement), and which Liens are enforceable as such as against all other Persons, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether considered in a proceeding in equity or at law).

(d) Schedule I is Complete; All Filings Have Been Made. Set forth in Schedule I is a complete and accurate list of the material United States trademark registrations and applications for registration (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), owned by the Pledgor as of the date hereof. The Pledgor has made all necessary filings and recordations to protect and maintain its interest in the trademark registrations and applications for registration set forth in Schedule I as of the date hereof, including, without limitation, all necessary filings and recordings in the United States Patent and Trademark office.

(e) Trademarks are Subsisting and Valid. As of the date hereof, each trademark registration and application for registration of the Pledgor set forth in Schedule I is subsisting and has not been adjudged invalid. The Pledgor has notified the Administrative Agent in writing of all uses of any material item of Trademark Collateral of which the Pledgor is aware which could reasonably be expected to lead to such material item becoming invalid, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Trademark Collateral, except where such invalidity would not reasonably be expected to have a Material Adverse Effect.

(f) No Previous Assignments or Releases. Except as permitted by the Loan Documents or as required by law, the Pledgor has not made a previous agreement constituting a present or future assignment, sale, transfer or encumbrance of any of the Trademark Collateral. Except as permitted by the Loan Documents or as required by law, the Pledgor has not granted any exclusive license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any material part of the Trademark Collateral which would have a Material Adverse Effect.

(g) Proper Statutory Notice. The Pledgor has used reasonable and proper statutory notice in connection with its use of each federally registered trademark and service mark contained in Schedule I, and has used the notice designation "TM" in connection with its use of its respective trademarks and service marks that are not federally registered but for which an application for federal registration has been made, in each case, to the extent reasonably and commercially practicable and customary within the relevant industry.

(h) No Knowledge of Claims Likely to Arise. The Pledgor has no knowledge of the existence of any right or any claim (other than as provided by this Agreement or the other Loan Documents) that is likely to be made under or against any item of Trademark Collateral contained on Schedule I which would have a Material Adverse Effect.

(i) No Knowledge of Existing or Threatened Claims. No claim has been made and is continuing and, to the best of the Pledgor's knowledge, no claim is threatened that the use by the Pledgor of any item of Trademark Collateral is invalid or unenforceable or that the use by the Pledgor of any Trademark Collateral does or may violate the rights of any Person, which would have a Material Adverse Effect. To the best of the Pledgor's knowledge, there is currently no infringement or unauthorized use of any item of Trademark Collateral contained on Schedule I which would have a Material Adverse Effect.

(j) Consistent Standards of Quality. The Pledgor uses generally consistent standards of quality in all material respects in the manufacture, distribution and sale of all products sold and provision of all services provided under or in connection with any item of Trademark Collateral contained on Schedule I and has taken all steps reasonably necessary to ensure that all licensed users of any item of Trademark Collateral contained on Schedule I use such consistent standards of quality, except as would not have a Material Adverse Effect.

The Pledgor agrees that the foregoing representations and warranties shall be deemed to have been made by the Pledgor on and as of each date on which an Extension of Credit is made by the Lenders to the Borrower under the Credit Agreement, in each case as though made on and as of each such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date).

SECTION 4. Covenants. The Pledgor covenants and agrees with the Administrative Agent and the other Secured Parties that, from and after the date of this Agreement until the payment in full of the Loans, the Reimbursement Obligations and the other Secured Obligations then due and owing, the termination of the Revolving Credit Commitments and the expiration, termination or return to the applicable Issuing Lender of any Letters of Credit:

(a) Further Documentation; Delivery of Instruments and Chattel Paper. At any time and from time to time, upon the written request of the Administrative Agent or the Pledgor, as the case may be, and at the sole expense of the Pledgor, the Pledgor or the Administrative Agent, as the case may be, will promptly and duly execute and deliver such further instruments and documents and take such further action as the Administrative Agent or the Pledgor, as the case may be, may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby. The Pledgor also hereby authorizes the Administrative Agent to file any such financing or continuation statement without the signature of the Pledgor to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction. The Administrative Agent agrees to notify the Pledgor and the Pledgor agrees to notify the Administrative Agent of any financing or continuation statement filed by it pursuant to

this Section 4(a), provided that any failure to give any such notice shall not affect the validity or effectiveness of any such filing.

(b) Indemnification and Expenses. The Pledgor agrees to pay, and to save the Administrative Agent, the other Secured Parties and their respective agents, officers, directors and successors harmless from, any and all liabilities and reasonable costs and expenses (including, without limitation, reasonable legal fees and expenses) (i) with respect to, or resulting from, any delay by the Pledgor in complying with any material Requirement of Law applicable to any of the Trademark Collateral, or (ii) in connection with any of the transactions contemplated by this Agreement, provided that such indemnity shall not, as to the Administrative Agent or any other Secured Party, be available to the extent that such liabilities, costs and expenses resulted from the gross negligence or willful misconduct of the Administrative Agent or such other Secured Party. In any suit, proceeding or action brought by the Administrative Agent or any other Secured Party under any of the Trademark Collateral for any sum owing thereunder, or to enforce any of the Trademark Collateral, the Pledgor will save, indemnify and keep the Administrative Agent, the other Secured Parties and their respective agents, officers, directors and successors harmless from and against all expense, loss or damage suffered by reason of any defense or counterclaim raised in any such suit, proceeding or action.

(c) Maintenance of Records. The Pledgor will keep and maintain at its own cost and expense reasonably satisfactory and complete records of the Trademark Collateral, and shall mark such records to evidence this Agreement and the Liens and the security interests created hereby. For the Administrative Agent's and the other Secured Parties' further security, the Administrative Agent, for the benefit of the Secured Parties, shall have a security interest in all of the Pledgor's books and records pertaining to the Trademark Collateral, and the Pledgor shall permit the Administrative Agent or its representatives to review such books and records upon reasonable advance written notice during normal business hours at the location where such books and records are kept and at the reasonable request of the Administrative Agent.

(d) Right of Inspection. Upon reasonable written advance notice to the Pledgor and at reasonable intervals, or at any time and from time to time after the occurrence and during the continuance of an Event of Default, the Administrative Agent and the other Secured Parties shall have reasonable access during normal business hours to all the books, correspondence and records of the Pledgor, and the Administrative Agent and the other Secured Parties and their respective representatives may examine the same, and to the extent reasonable take extracts therefrom and make photocopies thereof, and the Pledgor agrees to render to the Administrative Agent and the Lenders, at the Pledgor's reasonable cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto.

(e) Compliance with Laws, etc. The Pledgor will comply in all material respects with all material Requirements of Law applicable to the Trademark Collateral or any part thereof, except to the extent that the failure to so comply would not be reasonably expected to materially adversely affect in the aggregate the Administrative Agent's or the other Secured Parties' rights hereunder, the priority of their Liens on the Trademark Collateral or the value of the Trademark Collateral.

(f) Further Identification of Trademark Collateral. The Pledgor will furnish to the Administrative Agent and the other Secured Parties from time to time such statements and schedules further identifying and describing the Trademark Collateral, and such other reports in connection with the Trademark Collateral, as the Administrative Agent may reasonably request, all in reasonable detail.

(g) Security Interest in Any Newly Adopted or Acquired Trademark Collateral. The Pledgor agrees that, should it obtain an ownership interest in any United States trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, or application for trademark or service mark registration, (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), which is not now a part of the Trademark Collateral, (i) the provisions of Section 2 hereof shall automatically apply thereto, (ii) any such United States trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration or application for trademark or service mark registration (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), together with the goodwill of the business connected with the use of same and symbolized by same, shall automatically become part of the Trademark Collateral and (iii) with respect to any ownership interest in any United States trademark or service mark registration or application for trademark or service mark registration included in the Trademark Collateral that the Pledgor should obtain, it shall give notice thereof to the Administrative Agent in writing within 30 days after the end of the calendar quarter in which such ownership interest is obtained. The Pledgor authorizes the Administrative Agent to modify this Agreement by amending Schedule I (and will cooperate reasonably with the Administrative Agent in effecting any such amendment) to include any trademark or service mark registration or application for trademark or service mark registration (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), of which it receives notice under this Section 4(g).

(h) Maintenance of the Trademark Collateral. Except as permitted in the Loan Documents, the Pledgor agrees to take all reasonably necessary steps in the United States Patent and Trademark Office or in any United States court, to (i) maintain each trademark or service mark registration, and (ii) pursue each application for trademark or service mark registration, now or hereafter included in the Trademark Collateral, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, and the participation in opposition, cancellation and infringement and misappropriation proceedings, except in each case in which the Pledgor has reasonably determined that any of the foregoing is not of material economic value to it. The Pledgor agrees to take corresponding steps with respect to each new or acquired trademark or service mark registration, or application for trademark or service mark registration, to which it is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by the Pledgor.

(i) The Pledgor Shall Not Abandon Any Trademark Collateral. Except as set forth in this Section 4(i), the Pledgor shall not discontinue use of or otherwise abandon any trademark or service mark, or any pending application for registration or registration of any trademark or service mark, without the written consent of the Administrative Agent, not to be unreasonably withheld, unless the Pledgor shall have previously determined that such use or the pursuit or maintenance of such application or registration is not of material economic value to it, in which case the Pledgor will, at least annually, give notice of any such abandonment to the Administrative Agent in writing, in reasonable detail.

(j) Infringement of Any Trademark Collateral. In the event that the Pledgor becomes aware that any item of the Trademark Collateral which the Pledgor has reasonably determined to be material to its business is infringed or misappropriated by a third party, and that a Material Adverse Effect upon the Pledgor is likely, the Pledgor shall promptly notify the Administrative Agent in writing, in reasonable detail, and shall take such actions as the Pledgor deems reasonably appropriate under the circumstances to protect such Trademark Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense incurred in connection with such activities shall be borne by the Pledgor. The Pledgor will advise the Administrative Agent promptly and in writing, in reasonable detail, of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any item of the Trademark Collateral which has a Material Adverse Effect.

(k) Use of Statutory Trademark Notice. Consistent with the Pledgor's current practice, the Pledgor shall use proper statutory notice in connection with its use of each of its federally registered trademarks and service marks contained in Schedule I, and use the notice designation "TM" in connection with its use of its adopted trademarks and service marks that are not federally registered but for which application for federal registration has been made, in each case, to the extent reasonably and commercially practicable and customary in the relevant industry.

(l) Maintenance of the Quality of Goods and Services of the Trademark Collateral. Except as provided in Section 4(i) hereof, the Pledgor shall take all steps which it or the Administrative Agent deems reasonably appropriate under the circumstances to preserve and protect its material Trademark Collateral, including, without limitation, maintaining the generally consistent standards of quality of any and all products or services used or provided in connection with the material Trademark Collateral, consistent with the generally consistent standards of quality and services as of the Effective Date, and taking all steps reasonably necessary to ensure that all licensed users of any of said material Trademark Collateral use consistent standards of quality.

(m) Limitation on Liens on Collateral. The Pledgor will not create, incur or permit to exist, will defend the Trademark Collateral against, and will use reasonable best efforts to remove any material Lien or material adverse claim on or to any of the Trademark Collateral, other than the Liens created hereby and other than as permitted pursuant to the Loan Documents, and will defend the right, title and interest of the Administrative Agent and the other Secured

Parties in and to any of the Trademark Collateral against the claims and demands of all Persons whomsoever, except where failure to defend would not have a Material Adverse Effect.

(n) Notices. The Pledgor will advise the Administrative Agent promptly and in writing, in reasonable detail (i) of any Lien (other than Liens created hereby or permitted under the Loan Documents) on any of the material Trademark Collateral, (ii) of the occurrence of any other event which would reasonably be expected in the aggregate to have a material adverse effect on the aggregate value of the Trademark Collateral or the Liens created hereunder.

(o) Limitations on Dispositions of Collateral. Without the prior written consent of the Administrative Agent, not to be unreasonably withheld, the Pledgor will not sell, assign, transfer, exchange or otherwise dispose of, or grant any option with respect to, any of the material Trademark Collateral, or attempt, offer or contract to do so, except as permitted by the Loan Documents or except as required by law.

SECTION 5. Administrative Agent's Appointment as Attorney-in-Fact.

(a) Powers. The Pledgor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Pledgor and in the name of the Pledgor or in its own name, from time to time in the Administrative Agent's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be reasonably necessary or desirable to accomplish the purposes of this Agreement to the extent permitted by law, and, without limiting the generality of the foregoing, the Pledgor hereby gives the Administrative Agent the power and right, on behalf of the Pledgor, without notice to or assent by the Pledgor, to do the following at any time when any Event of Default shall have occurred and be continuing, and to the extent permitted by law:

(i) to execute and deliver any and all agreements, instruments, documents, and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's and the other Secured Parties' security interest in any of the Trademark Collateral and the goodwill of the Pledgor relating thereto or represented thereby;

(ii) to pay or discharge Liens levied or placed on the Trademark Collateral, other than Liens permitted under this Agreement or the other Loan Documents; and

(iii) (A) to direct any party liable for any payment under any of the Trademark Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (B) to ask for, or demand, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Trademark Collateral; (C) to sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Trademark Collateral; (D) to commence and prosecute any suits, actions or proceedings at law or in

equity in any court of competent jurisdiction to collect the Trademark Collateral or any thereof and to enforce any other right in respect of any Trademark Collateral; (E) to defend any suit, action or proceeding brought against the Pledgor with respect to any of the Trademark Collateral; (F) to settle, compromise or adjust any suit, action or proceeding described in clause (E) above and, in connection therewith, to give such discharges or releases as the Administrative Agent may deem appropriate; (G) subject to any pre-existing reserved rights or licenses, to assign any item of the Trademark Collateral (along with the goodwill of the business to which any such Trademark Collateral pertains), for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Trademark Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and to do, at the Administrative Agent's option and the Pledgor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Trademark Collateral and the Administrative Agent's and the other Secured Parties' Liens thereon and to effect the intent of this Agreement, all as fully and effectively as the Pledgor might do.

The Pledgor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable until the payment in full of the Loans, the Reimbursement Obligations and the other Secured Obligations then due and owing, the termination of the Revolving Credit Commitments and the expiration, termination or return to the applicable Issuing Lender of any Letters of Credit.

(b) Other Powers. The Pledgor also authorizes the Administrative Agent, from time to time if an Event of Default shall have occurred and be continuing, to execute, in connection with any sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty on the Part of Administrative Agent or Secured Parties. The powers conferred on the Administrative Agent and the other Secured Parties hereunder are solely to protect the Administrative Agent's and the other Secured Parties' interests in the Trademark Collateral and shall not impose any duty upon the Administrative Agent or any other Secured Party to exercise any such powers. The Administrative Agent and the other Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to the Pledgor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

SECTION 6. Performance by Administrative Agent of Pledgor's Obligations. If the Pledgor fails to perform or comply with any of its agreement contained herein and the Administrative Agent, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses of the Administrative Agent incurred in connection with such performance or compliance, together with interest thereon at a rate per annum 1.75% above the rate applicable to

ABR Loans, shall be payable by the Pledgor to the Administrative Agent on demand and shall constitute Secured Obligations secured hereby.

SECTION 7. Proceeds. It is agreed that if an Event of Default shall occur and be continuing, (a) all Proceeds of any Collateral received by the Pledgor consisting of cash, checks and other near-cash items shall be held by the Pledgor in trust for the Administrative Agent and the other Secured Parties, segregated from other funds of the Pledgor, and at the request of the Administrative Agent shall, forthwith upon receipt by the Pledgor, be turned over to the Administrative Agent in the exact form received by the Pledgor (duly indorsed by the Pledgor to the Administrative Agent, if required) and (b) any and all such Proceeds received by the Administrative Agent (whether from the Pledgor or otherwise) shall be held by the Administrative Agent for the benefit of the Secured Parties as collateral security for the Secured Obligations (whether matured or unmatured), and/or then or at any time thereafter may, in the sole discretion of the Administrative Agent, be applied by the Administrative Agent against the Secured Obligations then due and owing in the following order of priority:

FIRST, to the payment of all reasonable costs and expenses incurred by the Administrative Agent in connection with this Agreement, the Credit Agreement, any other Loan Document or any of the Secured Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsel, and any other reasonable costs or expenses incurred in connection with the exercise by the Administrative Agent of any right or remedy under this Agreement, the Credit Agreement, or any other Loan Document;

SECOND, to the ratable satisfaction of all other Secured Obligations; and

THIRD, to the Pledgor or its successors or assigns, or to whomsoever may be lawfully entitled to receive the same.

SECTION 8. Remedies. If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Secured Parties may exercise all rights and remedies of a secured party under the Code, and, to the extent permitted by law, all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon the Pledgor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances, to the extent permitted by law, forthwith collect, receive, appropriate and realize upon the Trademark Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Trademark Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any other Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any other Secured Party shall have the right, to the extent permitted by law, upon any such sale or sales, to purchase the whole or any part of the Trademark Collateral

so sold, free of any right or equity of redemption in the Pledgor, which right or equity is hereby waived and released. The Pledgor further agrees, at the Administrative Agent's request, to assemble all or part of the documents and things embodying the Trademark Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at the Pledgor's premises or elsewhere. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and the Pledgor shall supply to the Administrative Agent or its designee the Pledgor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and the Pledgor's customer lists and other records and documents relating to such Trademark Collateral and to the manufacture, distribution, advertising and sale of such products and services. The Administrative Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Trademark Collateral or in any way relating to the Trademark Collateral or the rights of the Administrative Agent and the other Secured Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment and performance in whole or in part of the Secured Obligations then due and owing, in the order of priority specified in Section 7 hereof, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the Code, need the Administrative Agent account for the surplus, if any, to the Pledgor. To the extent permitted by applicable law, (a) the Pledgor waives all claims, damages and demands it may acquire against the Administrative Agent or any other Secured Party arising out of the repossession, retention or sale of the Trademark Collateral, other than any such claims, damages and demands that may arise from the gross negligence or willful misconduct of any of them, and (b) if any notice of a proposed sale or other disposition of Trademark Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition. The Pledgor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Trademark Collateral are insufficient to pay the then outstanding Secured Obligations, including the reasonable fees and disbursements of any attorneys employed by the Administrative Agent or any other Secured Party to collect such deficiency.

SECTION 9. Limitation on Duties Regarding Preservation of Collateral. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Trademark Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any other Secured Party, nor any of their respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Trademark Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Trademark Collateral upon the request of the Pledgor or any other Person.

SECTION 10. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Trademark Collateral are powers coupled with an interest and are irrevocable until the payment in full of the Loans, the Reimbursement Obligations and

the other Secured Obligations then due and owing, the termination of the Revolving Credit Commitments and the expiration, termination or return to the applicable Issuing Lender of any Letters of Credit.

SECTION 11. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 12. Section Headings. The section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

SECTION 13. No Waiver; Cumulative Remedies. Neither the Administrative Agent nor any other Secured Party nor the Pledgor shall by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any other Secured Party or the Pledgor, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent, any other Secured Party or the Pledgor of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent, such other Secured Party or the Pledgor would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

SECTION 14. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Pledgor and the Administrative Agent, provided that, if requested by the Pledgor, any provision of this Agreement for the benefit of the Administrative Agent and/or the other Secured Parties may be waived by the Administrative Agent in a written letter or agreement executed by the Administrative Agent or by telex or facsimile transmission from the Administrative Agent. This Agreement shall be binding upon and shall inure to the benefit of the Pledgor, the Administrative Agent and the other Secured Parties and their respective successors and assigns, except that (other than in accordance with subsection 8.5 of the Credit Agreement) the Pledgor may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

SECTION 15. Notices. All notices, requests and demands to or upon the respective parties hereto shall be made in accordance with subsection 11.2 of the Credit Agreement.

SECTION 16. Authority of Administrative Agent. The Pledgor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the other Secured Parties, be governed by the Loan Documents and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Pledgor, the Administrative Agent shall be conclusively presumed to be acting as agent for the other Secured Parties with full and valid authority so to act or refrain from acting, and the Pledgor shall not be under any obligation, to make any inquiry respecting such authority.

SECTION 17. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 18. Release of Collateral and Termination. (a) This Agreement shall remain in full force and effect and be binding in accordance with and to the extent of its terms and the security interest created by this Agreement shall not be released until such time as the indefeasible payment in full of the Loans, the Reimbursement Obligations and the other Secured Obligations then due and owing shall have occurred, the Revolving Credit Commitments shall have been terminated and any Letters of Credit shall have expired or been terminated or returned to the applicable Issuing Lender, at which time the Trademark Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and the Pledgor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Pledgor, provided that if any payment, or any part thereof, of any of the Secured Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any other Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Pledgor or any other Loan Party, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or a trustee or similar officer for, the Pledgor or any other Loan Party or any substantial part of their respective property, or otherwise, this Agreement, all rights hereunder and the Liens created hereby shall continue to be effective, or be reinstated, as though such payments had not been made. Upon request of the Pledgor following any such termination, the Administrative Agent shall reassign (at the sole cost and expense of the Pledgor) to the Pledgor any Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver (at the sole cost and expense of the Pledgor) to the Pledgor such documents as the Pledgor shall reasonably request to evidence such termination and reassignment.

(b) If any of the Trademark Collateral shall be sold, transferred or otherwise disposed of by the Pledgor in a transaction permitted by the Credit Agreement, then the Administrative Agent shall execute and deliver to the Pledgor (at the sole cost and expense of the Pledgor) all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Trademark Collateral.

SECTION 19. Interpretation. In the event of a conflict between any term of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

SECTION 20. Integration. This Agreement and the other Loan Documents represent the entire agreement of the Pledgor and the Administrative Agent with respect to the subject matter hereof and there are no promises or representations by the Pledgor, the Administrative Agent or any other Secured Party relative to the subject matter hereof not reflected or referred to herein or therein.

SECTION 21. Submission To Jurisdiction; Waivers. Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgement in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient forum and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Pledgor or the applicable Secured Party, as the case may be, at the address referred to in Section 15 hereof or at such other address of which the Administrative Agent and the Pledgor shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 21 any punitive damages.

SECTION 22. WAIVER OF JURY TRIAL. THE PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

KEENER'S INCORPORATED

By: 
Title:

ACKNOWLEDGED AND AGREED AS OF
THE DATE HEREOF BY:

THE CHASE MANHATTAN BANK, as Administrative Agent

By: _____
Title:
Address:

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

KEENER'S INCORPORATED

By: _____
Title:

ACKNOWLEDGED AND AGREED AS OF
THE DATE HEREOF BY:

THE CHASE MANHATTAN BANK, as Administrative Agent

By: Kathy Anderson
Title: Vice President
Address: 270 Park Avenue
New York, NY 10017

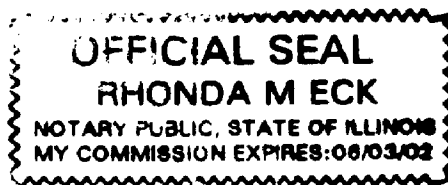
STATE OF Illinois)
) ss.:
COUNTY OF Lake)

On the 15th day of May 2001, before me personally came Andrew B. Skiffen to me known, who, being by me duly sworn, did depose and say he resides at _____ and that he is the _____ of KEENER'S INCORPORATED, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

Rhonda M Eck
Notary Public

[Notarial Seal]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)



On the ____ day of _____ 2001, before me personally came _____ to me known, who, being by me duly sworn, did depose and say he resides at _____ and that he is the _____ of THE CHASE MANHATTAN BANK, the national banking association described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said association; and that he has signed said instrument on behalf of said association pursuant to said authority.

Notary Public

[Notarial Seal]

STATE OF _____)
) ss.:
COUNTY OF _____)

On the _____ day of _____ 2001, before me personally came _____ to me known, who, being by me duly sworn, did depose and say he resides at _____ and that he is the _____ of KEENER'S INCORPORATED, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

Notary Public

[Notarial Seal]

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On the 14 day of May 2001, before me personally came Rashad A. Dumas to me known, who, being by me duly sworn, did depose and say he resides at 110 Ave and that he is the Vice President of THE CHASE MANHATTAN BANK, the national banking association described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said association; and that he has signed said instrument on behalf of said association pursuant to said authority.

Elsa V. Griffith
Notary Public

[Notarial Seal]

ELSA V. GRIFFITH
Notary Public, State of New York
No. 01GR4533119
Qualified in Kings County
Commission Expires March 30, 2003

SCHEDULE I

TO

KEENER'S TRADEMARK SECURITY AGREEMENT

Dated as of May 15, 2001

Trademarks Owned By

KEENER'S INCORPORATED

1. U.S. Trademark Registrations

<u>Trademark</u>	Registration <u>No.</u>	Registration <u>Date.</u>
O'GALLAGHER'S CORNED BEEF BRISKET and design	2161563	June 2, 1998
K&N MEATS KEY TO QUALITY SERVICE and design	1424977	January 13, 1987

2. U.S. Trademark Applications

None.

SCHEDULE II

TO

KEENER'S TRADEMARK SECURITY AGREEMENT

Dated as of May 15, 2001

EXISTING SECURITY INTERESTS

None.

SCHEDULE III

TO

KEENER'S TRADEMARK SECURITY AGREEMENT

Dated as of May 15, 2001

Filing Jurisdictions

U.S. Patent & Trademark Office